

APPENDIX - TERMS AND CONDITIONS FOR PUBLIC SECTOR USE

Terms and conditions for public sector use of Lantmäteriet's geodata in public sector use

Scope

Below are the terms and conditions for public sector use of Lantmäteriet's geodata products in the public sector. The terms and conditions apply to both geodata products in the form of geographical information and to real property information unless otherwise specified.

Public use refers to performing public tasks at government and municipal authorities, certain municipalities and other organisations performing public tasks.

Public activities are not meant to be competitive exposed activities (business activities) or activities carried out on commercial grounds or according to business principles. A starting point for determining what is a competitive exposed activity (business) is the law (2010: 566) on re-use of public sector information and 2009/10: 175 proposition.

Licensee's right to use geodata for public sector use

The licensee is granted a non-exclusive, non-transferable, right to use the geodata for public sector use according to the terms and conditions specified below. The licensee is entitled to:

- Store geodata products (however, see specific conditions below).
- Internally within the licensee's own public activities.
- Make geodata products available to a third party in connection with external information and advisory activities directly linked to the performance of the licensee's public tasks, such as through e-services on the Internet. The external view should be linked to the purpose of the licensee's own specific public task. The functionality and content of an e-service, application or equivalent is to be limited to the purpose of the licensee's own public task.
- Produce and make printed geodata products available in analogue form.
- Produce and make print files, print originals and digital illustrations available.
- Produce and make geodata products available in digital form. When the geodata product is made available in digital form to third parties, it shall

be provided to the licensee's own information and the information shall be the primary.

Explanatory notes to the above item

The right to view Lantmäteriet's information means that it can be displayed in raster format in public e-services on the licensee's website, in applications for tablets and smart phones etc. The licensee determines which information layers are displayed and in which target scale they are displayed, provided that it is relevant to the public task. It is allowed to display all of its own business area even if its own information is limited to a certain extent. This means that a public authority with nationwide activities is allowed to view the whole country and a municipality to view a whole of its own municipality with a certain margin around.

It is not allowed to enable downloading of the information either in vector or in raster format beyond what is stated below, or to offer a functionality (toolbox) that third parties can use in their own business. Standard tools such as measurements of distance and surfaces as well as printability are allowed.

-
- Make information accessible to third parties off-line by creating map images in the form of georeferenced pdf files (geo-pdf) with the same content as the e-service screen. Third parties may have the opportunity to orientate themselves with GPS support in the e-service map and off-line.
 - May grant subcontractors the right to use geodata according to the terms and conditions of the license agreement in order for the subcontractors to complete assignments on behalf of the licensee. The licensee shall inform the subcontractor of the terms and conditions associated with the assignment. The subcontractor has no right to grant further rights, nor the right to use the geodata in activities other than included in the assignment.

Restriction of the right to use geodata

- The licensee may not make geodata accessible to third parties beyond what is specified above.
- Geodata may not be made available in digital form for payment or other forms of compensation. Geodata shall not be made available in digital form when geodata is used for the purpose of generating revenue, for example through advertising or publicity.

Specific usage conditions

- For viewing services (WMS/WMTS) providing geographic information it is only permitted to download images temporarily in order for the service to work optimally in a GIS system or equivalent.
- Processing of personal data from the Real Property Register in accordance with this agreement require a valid decision from Lantmäteriet in accordance with the Real Property Register Act (2000:224). Such

personal data may not be processed in violation with the decision from Lantmäteriet, or in violation with other laws or regulations.

- Storing of real property information outside of EU/EEA is only permitted after approval from Lantmäteriet in a separate decision, and in accordance with any terms, requirements and conditions concerning protection of integrity, security, intellectual property rights etc. imposed by Lantmäteriet in such a decision.
- Storing of real property information by utilizing external storage services (cloud services) is only permitted after approval from Lantmäteriet in a separate decision, and in accordance with any terms, requirements and conditions concerning protection of integrity, security, intellectual property rights etc. imposed by Lantmäteriet in such a decision.

Exceptions

- Limitations to the terms and conditions above do not apply when there is an expressed responsibility regarding specific geodata, either in legislation or in decisions made by the government or parliament.

Explanatory information on cooperation between public authorities

The use of geodata in cooperation between public authorities and / or actors with public sector tasks, or in cooperation with research, education and cultural activities, requires that all parties involved in the cooperation have their own license for the current use.

Obligations of the licensee

- When geodata is made available, it must be clearly stated that Lantmäteriet holds the rights to the geodata under copyright law as follows: "© Lantmäteriet".
- The licensee shall take adequate measures to prevent Lantmäteriet's geodata from being used without authorisation.
- The licensee shall take adequate information security measures and IT security measures when using geodata under the license agreement.
- The licensee shall without delay, to Lantmäteriet, report claims of compensation from third parties based on statements that Lantmäteriet's geodata or geodata services infringe third parties' intellectual property..

Disclaimer

Lantmäteriet disclaims any liability for any errors, delays, interruptions or other faults or disruptions that may occur in technical operations and thus in access to geodata, unless this is due to gross negligence on the part of data provider. Lantmäteriet assumes no liability whatsoever for any errors that may occur due to the technology or the software that the licensee uses to access the geodata product. Lantmäteriet also disclaims liability for any damage or any other inconvenience which may arise as a result of the use of the geodata itself or in conjunction with other data. Lantmäteriet disclaims

liability for any errors or changes in the geodata after its delivery/distribution from Lantmäteriet to the licensee or alternatively when the data has come outside of Lantmäteriet's control.

General data protection regulation

Geodata may contain personal data using the definition of the regulation (EU) 2016/679 of the European parliament and of the council of 27 April 2016 on the protection of natural persons with regard to the processing of personal data and on the free movement of such data, and repealing Directive 95/46/EC (General Data Protection Regulation), and the geodata product may not be handled in violation of the General Data Protection Regulation or supplementary Swedish legislation.

Act on protection of geographic information

The act (2016:319) and ordinance (2016:320) on protection of geographic information includes requirements of special permission for dissemination of geographic information collected from aircraft by photography or similar registrations. Geodata shall not be processed in violation of the act or the ordinance on protection of geographic information.

Termination of the license agreement

Subscription agreement

If you have a *subscription agreement*, i.e. an agreement where you pay a new fee every year, you are not allowed to use the geodata products after the termination of the agreement. *The agreement for the Geodata cooperation is also a subscription agreement.* The licensee shall therefore immediately upon termination of the agreement ensure that all geodata and geodata products and copies thereof, received by the party pursuant to the agreement, are erased from all storage media, otherwise destroyed or returned to Lantmäteriet or the representative of Lantmäteriet by the date of the termination of the agreement.

However, if the license agreement has the form of a subscription agreement on updating of real property information, the licensee is, after expiration, authorized to further use the information received, with no limitation in time. In such a case, the terms of a non-recurring one-time agreement (see below) will apply to that further use. Right to this further use will begin on the expiry date of the subscription agreement.

One-time agreement

If you have a *one-time agreement* that can only be signed for aerial images, orthophoto, elevation data, and real property information, you may use the geodata products you have received for all future, provided that you follow the terms of use that were applicable when you received your delivery from Lantmäteriet (i.e. terms and conditions described in this document). If the

use does not comply with the terms and conditions applying at the time of the purchase, the licensee is not entitled to use the geodata products concerned and all copies must be deleted from all storage media.